

## **EXHIBIT A**

**MRSBPO,LLC**

**FEB 19 2020**

**RECEIVED**  
CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS

ALBERTO REYES III,

Plaintiff,

-against-

MRS ASSOCIATES,

Defendant,

**S U M M O N S**

Index No.

Plaintiff's Residence Address:

6127 165<sup>TH</sup> Street

Fresh Meadows, NY 11365

004756/2020

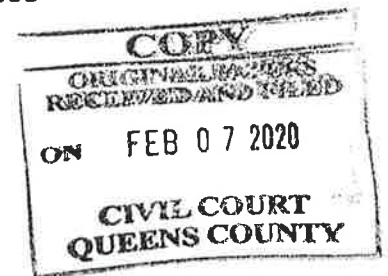
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Defendant's address:

1930 Onley Avenue

Cherry Hill, NJ 08003

The basis of this venue is

Plaintiff's address



YOU ARE HEREBY SUMMONED to appear in the Civil Court of the City of New York, County of Queens, at the office of the Clerk of said Court at 89-17 Sutphin Blvd., Jamaica, New York 11435, within the time provided by law as noted below and to file your Answer to the annexed Complaint with the Clerk; upon your failure to Answer, judgment will be taken against you for the sum of \$10,000.00 with interest from 12/6/19 together with the costs of this action.

Dated: January 28, 2020

  
Edward B. Geller, Esq., P.C.

Of Counsel to M. Harvey Rephen & Associates, P.C.

Attorney for Plaintiff

15 Landing Way

Bronx, New York 10464

Tel:(914)473-6783

Note the law provides that:

- a) If this summons is served by its delivery to you personally within the City of New York, State of New York, you must appear and answer within TWENTY DAYS after such service; or
- b) If this summons is served by its delivery to any person other than you personally, or is served outside the City of New York, State of New York, or by publication, or by any means other than personal delivery to you within the City of New York, State of New York, you are allowed THIRTY DAYS after the proof of service thereof is filed with the Clerk of this Court within which to appear and answer.

CIVIL COURT OF THE CITY OF NEW YORK  
QUEENS COUNTY

-----X

ALBERTO REYES III,

Index No.:

Plaintiff,

-against-

**COMPLAINT**

Plaintiff,

MRS ASSOCIATES,

Defendant(s).

-----X

Plaintiff, ALBERTO REYES III ("Plaintiff"), by and through his attorneys, M. Harvey Rephen & Associates, P.C., by Edward B. Geller, Esq., P.C., Of Counsel, as and for his Complaint against the Defendant(s), MRS ASSOCIATES, (hereinafter referred to as "Defendant(s)"), respectfully sets forth, complains and alleges, upon information and belief, the following:

**INTRODUCTION/PRELIMINARY STATEMENT**

1. Plaintiff brings this action on his own behalf for damages and declaratory and injunctive relief arising from the Defendant's violation(s) of §1692 et seq. of Title 15 of the United States Code, commonly referred to as the Fair Debt Collections Practices Act ("FDCPA").

**PARTIES**

2. Plaintiff ALBERTO REYES III is a resident of the State of NEW YORK, residing at 6127 165<sup>th</sup> Street, Apt. 2A, Fresh Meadows, NY 11365.

3. Defendant MRS ASSOCIATES is a NEW JERSEY company engaged in the

business of debt collecting located at 1930 Onley Avenue, Cherry Hill, NJ 08003.

4. Plaintiff is a "consumer" as the phrase is defined and used in the FDCPA under 15 USC §1692a (3).

5. The Defendant is a "debt collector" as the phrase is defined and used in the FDCPA under 15 USC §1692a (6).

### **FACTUAL ALLEGATIONS**

6. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs numbered "1" through "5" herein with the same force and effect as if the same were set forth at length herein.

7. Upon information and belief, Defendant, on behalf of a third-party, began efforts to collect an alleged consumer debt from the Plaintiff.

8. Upon information and belief, and better known to the Defendant, the Defendant began its collection efforts and campaign of communications with the Plaintiff by sending him a collection letter addressed to 1351 Wilson Rd, East Meadow NY 11554 and calling the Plaintiff on December 6, 2019.

9. The Plaintiff received a phone call on December 6, 2019 from telephone number (46-853-1584 MRS ASSOCIATES) and spoke with Donald Tucker ("Rep"). Donald Tucker advised Plaintiff that he has a balance due of \$2824.24 with Kornerstone Credit and asked how was he planning on resolving the matter.

10. The Plaintiff advised Mr. Tucker that he wanted to dispute the balance. The Rep asked what amount do you believe is owed. The Plaintiff answered he was not sure and needed to review the matter. The Rep then said if it would make a difference he could have this closed out for \$2200.00.

11. The Plaintiff again stated that he needed to review the matter because he does not believe he owes that amount. The Rep then said if it would make a difference if he could have this closed out for \$2000.00.

12. The Plaintiff again asked for time to review the matter. The Rep asked if he was aware of an offer sent to him at 1351 Wilson Road East Meadow, NY 11554 on November 4, 2019 with a settlement amount of \$1553.34 which expires December 13, 2019. Plaintiff advised he never received the offer and that he is no longer living at that address.

13. The Plaintiff advised Defendant's representative that he will call back before December 13, 2019. The Rep advised that the account has been with them for a few months and could possibly be removed from their office. The Rep then stated if removed from the office the settlement offer would no longer be available and the balance could increase based on the next collection agency. Plaintiff again advised that he would call back before December 13, 2019.

**FIRST CAUSE OF ACTION**  
***(Violations of the FDCPA)***

14. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs numbered "1" through "13" herein with the same force and effect as if the same were set forth at length herein.

15. 15 USC §1692 e -- preface and e (10) prohibits the use of any false, deceptive or misleading representations in connection with the collection of a debt

16. Defendant violated 15 USC §1692 e – preface and e (10) when its agent deceptively, falsely and misleading stated to the Plaintiff that the Defendant's current offer to resolve the debt was \$2000 or \$2200 when in fact the Defendant had sent a letter with an offer of settlement for \$1553.34 which was still good at the time and expired on December

13, 2019.

17. The Defendant further violated 15 USC §1692 e – preface and e (10) by falsely stating that the account has been with it for a few months and could possibly be removed from its office and further deceptively stated that if removed from the office the settlement offer would longer be available and the balance could increase based on the next collection agency. This is a pressure tactic and the Rep did not know if the account would even be referred to another collection agency, which agency, and how much the balance would be and if the amount would increase.

18. 15 USC §1692 f – preface prohibits a debt collector from using any unfair or unconscionable means in connection with the collection of a debt.

19. The Defendant violated 15 USC §1692 f preface when its agent deceptively, falsely and misleading stated to the Plaintiff that the Defendant's current offer to resolve the debt was \$2000 or \$2200 when in fact the Defendant had sent a letter with an offer of settlement for \$1553.34 which was still good at the time and expired on December 13th, 2019.

20. The Defendant violated 15 USC §1692 f preface by falsely stating that the account has been with it for a few months and could possibly be removed from its office and further deceptively stated if removed from the office the settlement offer would no longer be available and the balance could increase based on the next collection agency. This is a pressure tactic and the Rep did not know if the account would be referred to another collection agency, which agency, and how much the balance would be, and if the alleged balance due would increase.

21. As a result of Defendant's violations of the FDCPA, the Plaintiff has been damaged and is entitled to damages in accordance with the FDCPA.

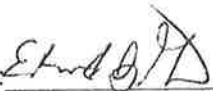
**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff demands judgment from the Defendant as follows:

- A. For actual damages provided and pursuant to 15 USC §1692k (a) (1) in the amount of \$10,000.00;
- B. For statutory damages provided and pursuant to 15 USC §1692(2)(A);
- C. For statutory damages provided and pursuant to 15 USC §1692k(2)(B);
- D. For attorneys' fees and costs provided and pursuant to 15 USC §1692(a)(3);
- E. A declaration that the Defendant's practices violated the FDCPA;
- F. For any such other and further relief, as well as further costs, expenses and disbursements of this action, as this Court may deem just and proper.

Dated: New York, New York  
December 30, 2019

Respectfully submitted,

By:   
Edward B. Geller, Esq.  
Edward B. Geller, Esq., P.C., Of Counsel to  
M. HARVEY REPHEN & ASSOCIATES, P.C.  
15 Landing Way  
Bronx, New York 10464  
Phone: (914)473-6783

*Attorney for the Plaintiff Albert Reyes III*



AFFIRMATION

I, ALBERTO RAY, being duly sworn, depose and say that the foregoing is a true and correct statement of the facts and circumstances known to me at the time I made the same. I have read the foregoing and know the contents thereof. The same are true to my knowledge and belief, and I believe them to be true.

ALBERTO RAY